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14 Attorneys for Plaintiffs
15 Hong Kong uCloudlink Network Technology Limited
16 and uCloudlink (America), Ltd.

17 UNITED STATES DISTRICT COURT
18
19 NORTHERN DISTRICT OF CALIFORNIA

20 HONG KONG UCLOUDLINK NETWORK
21 TECHNOLOGY LIMITED AND
22 UCLOUDLINK (AMERICA), LTD.,

23 Plaintiffs,

24 vs.

25 SIMO HOLDINGS INC. AND
26 SKYROAM, INC.,

27 Defendants.

Case No. 18-cv-05031

**COMPLAINT FOR PATENT
INFRINGEMENT**

JURY TRIAL DEMANDED

1 Plaintiffs Hong Kong uCloudlink Network Technology Limited and uCloudlink
 2 (America), Ltd. (collectively, “Plaintiffs” or “uCloudlink”), by and through their counsel, file this
 3 Complaint against SIMO Holdings Inc. (“SIMO”) and Skyroam, Inc. (“Skyroam”) (collectively,
 4 “Defendants”) and allege as follows:

5 **PARTIES**

6 1. Plaintiff Hong Kong uCloudlink Network Technology Limited is a company
 7 incorporated under the laws of Hong Kong SAR, China, with a principal place of business at
 8 29/F, One Pacific Centre, 414 Kwun Tong Road, Kwun Tong, KLN, Hong Kong.

9 2. Plaintiff uCloudlink (America), Ltd. is a company incorporated under the laws of
 10 the state of New York, with a principal place of business at 205 East 42nd Street, 20th Floor, New
 11 York, NY 10017.

12 3. Upon information and belief, Defendant SIMO is a company incorporated under
 13 the laws of Cayman Islands with a principal place of business at Xihai Mingzhu Building, 1001
 14 Nanshan District, Taoyuan Road Shenzhen City, Guangdong Providence, China.

15 4. Upon information and belief, Defendant Skyroam is a company incorporated under
 16 the laws of the state of California with a principal place of business at 180 Sansome Street, Suite
 17 200, San Francisco, CA 94104.

18 **JURISDICTION AND VENUE**

19 5. This is a civil action for infringement under the patent laws of the United States,
 20 35 U.S.C. § 1, *et seq.*

21 6. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C.
 22 §§ 1331 and 1338(a).

23 7. This Court has personal jurisdiction over Defendants because, upon information
 24 and belief, Defendants have committed and continue to commit acts giving rise to this action
 25 within California and this judicial district, and Defendants have established minimum contacts
 26 within the forum such that the exercise of jurisdiction over Defendants would not offend
 27 traditional notions of fair play and substantial justice. For example, on information and belief,
 28 Defendants (i) have solicited business in the State of California and in this District, transacted

1 business within the State of California and in this District, and attempted to derive financial
 2 benefit from residents of the State of California and this District, including benefits directly
 3 related to the patent infringement claims set forth herein; (ii) have placed their products and
 4 services into the stream of commerce throughout the United States and have been actively
 5 engaged in transacting business in California and in this District; and (iii) either alone or in
 6 conjunction with others, have committed acts of infringement within California and in this
 7 District, as, on information and belief, the Defendants, directly and/or through intermediaries,
 8 have advertised (including through websites), offered to sell, sold and/or distributed infringing
 9 products, and/or have induced the sale and use of infringing products in the United States and in
 10 California and in this District. Further, the Defendants have, directly or through their distribution
 11 network, purposefully and voluntarily placed such products in the stream of commerce knowing
 12 and expecting them to be purchased and used by consumers in California and in this District. The
 13 Defendants have either committed direct infringement in California or committed indirect
 14 infringement based on acts of direct infringement in California and in this District.

15 8. Upon information and belief, Defendants, directly or through intermediaries,
 16 make, sell and/or offer to sell products and services throughout the United States and/or import
 17 into the United States products, including in this judicial district, and introduce products and
 18 services into the stream of commerce that incorporate infringing technology knowing that they
 19 would be sold in this judicial district and elsewhere in the United States.

20 9. SIMO filed a patent infringement lawsuit against Plaintiffs on June 15, 2018, in
 21 U.S. District Court for the Southern District of New York. The Complaint alleges that: “SIMO is
 22 a worldwide leading provider of software-based mobile connectivity solutions. SIMO is a
 23 pioneer and innovator in the development of next-generation virtual SIM technology technologies
 24 which enable mobile communications worldwide through local connectivity. SIMO’s innovative
 25 technology is available in over 120 countries at over 500 retail locations worldwide.”

26 10. In addition, this Court has general personal jurisdiction over Skyroam because
 27 Skyroam is a California corporation with a principal place of business in this State and District at
 28

1 180 Sansome Street, Suite 200, San Francisco, CA 94104. Upon information and belief,
 2 Skyroam markets, sells, or offers to sell, and/or imports products that infringe the patents-in-suit.

3 11. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391 and 1400(b)
 4 because SIMO is a foreign corporation and Skyroam is a California corporation with a principal
 5 place of business in this District.

6 **INTRADISTRICT ASSIGNMENT**

7 12. Under Civil L. R. 3-2(c), this action for patent infringement shall be assigned on a
 8 district-wide basis.

9 **PATENTS-IN-SUIT**

10 13. On August 30, 2016, U.S. Patent No. 9,432,066 (“the ’066 patent”), entitled
 11 “*Multi-channel communication terminal*” was duly and legally issued by the United States Patent
 12 and Trademark Office. A true and correct copy of the ’066 patent is attached as Exhibit A.

13 14. Plaintiff HongKong uCloudlink Network Technology Limited is the owner of the
 14 right, title and interest in and to the ’066 patent, including the right to assert all causes of action
 15 arising under said patent and the right to any remedies for infringement of them.

16 15. Plaintiff uCloudlink (America), Ltd. is an exclusive licensee of the ’066 patent.

17 16. On January 17, 2017, U.S. Patent No. 9,548,780 (“the ’780 patent”), entitled
 18 “*Service sharing system and apparatus*” was duly and legally issued by the United States Patent
 19 and Trademark Office. A true and correct copy of the ’780 patent is attached as Exhibit B.

20 17. Plaintiff HongKong uCloudlink Network Technology Limited is the owner of the
 21 right, title and interest in and to the ’780 patent, including the right to assert all causes of action
 22 arising under said patent and the right to any remedies for infringement of them.

23 18. Plaintiff uCloudlink (America), Ltd. is an exclusive licensee of the ’780 patent.

24 **ACCUSED PRODUCTS AND TECHNOLOGY**

25 19. Defendants sell devices and services that offer what they call “global WiFi” which
 26 allows users of their devices and services to connect the user’s devices (e.g., smartphone, tablet
 27 and laptop) to the internet while traveling internationally. Skyroam’s website
 28 (<https://www.skyroam.com/how-it-works>) states: “Simply turn on Skyroam Solis or Skyroam

Hotspot and it'll automatically find the best local signal wherever you go, so you don't have to do the legwork." Defendants' devices use what they call virtual SIM technology to deliver local data, internationally, allowing the user to connect to dozens of different cellular networks without changing the user's SIM card. Skyroam sells daily or monthly access to Defendants' "global WiFi network." Skyroam also rents at least its Skyroam Hotspot to users.

20. Upon information and belief, Defendants have imported, offered for sale and sold, and continue to import, offer for sale and sell, WiFi hotspots, including but not limited to, the Skyroam Hotspot and Skyroam Solis ("Accused Products"). These products are offered for sale and have been sold in this District through Amazon's website at <https://www.amazon.com/Skyroam-Hotspot-WiFi-Global-Travelers/dp/B00OU6GF3G> and <https://www.amazon.com/NEW-Skyroam-Solis-Unlimited-Pay-as-you-go/dp/B0756LFYC4>. In addition, Defendants' products are sold at retail stores in and around San Francisco, California, including Brookstone and InMotion.

COUNT I – INFRINGEMENT OF U.S. PATENT NO. 9,432,066

21. uCloudlink incorporates Paragraphs 1-20 of this Complaint as if set forth fully herein.

22. In violation of 35 U.S.C. § 271, Defendants have and continue to infringe at least claim 1 of the '066 patent directly and/or indirectly through third parties by making, using, selling, and/or offering for sale in the United States and/or importing into the United States without authority the Accused Products. Defendants have and continue to infringe literally and/or under the doctrine of equivalents.

23. For example, Defendants' Skyroam Solis Global WiFi Hotspot and Skyroam Hotspot each contain each element of and infringe exemplary claim 1 of the '066 patent, which recites:

Claim 1. A multi-channel communication terminal, the multi-channel communication terminal supporting at least two communication channels; wherein

[a] the first communication channel is established by a first service provider system, and configured to acquire subscriber identity information assigned by a remote server and providing service sharing;

[b] and the second communication channel is established by a second service provider system according to the subscriber identity information, and configured to acquire a service provided by the second service provider system;

[c] the multi-channel communication terminal further comprises: a first communication module;

[d] a second communication module;

[e] and a communication management unit, configured to: dynamically load, using the first communication module and over the first communication channel, the subscriber identity information assigned by the remote server; and acquire, using the second communication module and over the second communication channel, a service provided by the second service provider system;

[f] the communication management unit comprises: a first communication channel establishing unit, configured to communicate with the first service provider system using the first communication module, and establish the first communication channel;

[g] a SIM data loading unit, configured to send a service request to the remote server over the first communication channel, and acquire the subscriber identity information assigned by the remote server;

[h] an authentication calculating unit, configured to communicate, over the first communication channel, with the second service provider system and the remote server, and acquire an authentication result according to authentication request from the second service provider system, wherein, the authentication request comprises authentication data packet, which needs to be calculated by the SIM card, as containing random numbers and authentication keys; and

[i] a second communication channel establishing unit, configured to communicate with the second service provider system according to the subscriber identity information and the authentication result, and establish the second communication channel;

[j] wherein the service request comprises the location of the multi-channel communication terminal and a requested service type;

[k] the first communication module comprises: a modem, configured to access the remote server over a mobile communication network or a fixed network;

[l] the first communication module further comprises: at least one subscriber identity module (SIM) card slot; and a SIM card read-and-write chip connected to the SIM card slot; wherein a SIM card is insertable into the SIM card slot;

[m] the communication management unit further comprises: a remote SIM calling unit, configured to: when other devices call the service of a local physical SIM card using the remote server, return the authentication result to the remote server, and implement sharing of the local physical SIM card.

Defendants infringe each element of claim 1 of the '066 patent for at least the following exemplary reasons:

24. As for the preamble, on information and belief, Defendants' Accused Products include a multi-channel communication terminal (e.g., Skyroam Wi-Fi Hotspot), the multi-channel communication terminal supporting at least two communication channels (e.g., dual global 4G LTE or multiple 2G/3G/4G networks). *See, e.g.*, Exhibit C at p.3; Exhibit D at pp.1-2 ("a smart travel device that is a dual global 4G LTE hotspot").

25. As for element [a], on information and belief, Defendants' Accused Products include a first communication channel (e.g., an initial 20 minutes' cellular connection) being established by a first service provider system (e.g., the cellular service provider system of 2G/3G/4G network for establishing the initial 20 minutes' cellular connection), and configured to acquire subscriber identity information (e.g., a virtual SIM) assigned by a remote server (e.g., the a.skyroam.com server) and providing service sharing (e.g., access to banks of SIM cards stored in locations around the world). *See, e.g.*, Exhibit E at p.2 ("Open a.skyroam.com on your gadget connected to Skyroam's WiFi network...[¶] Follow the provided steps to register... You get 20 minutes free WiFi to access your e-mail to complete registration confirmation."); Exhibit F at p.3 ("The device works using a virtual SIM technology. The company has banks of SIM cards stored in locations around the world that allow your device to pick a free one for the country you are in (over the air) and get connected fairly quickly.").

26. As for element [b], on information and belief, Defendants' Accused Products include a second communication channel (e.g., a cellular connection through a 2G/3G/4G network activated by a day pass) being established by a second service provider system (e.g., a cellular service provider system of a 2G/3G/4G network activated by the day pass) according to the subscriber identity information (e.g., the virtual SIM), and configured to acquire a service (e.g., the day pass) provided by the second service provider system. *See, e.g.*, Exhibit G at p.2 ("Once registration is complete, Skyroam Hotspot will display the screen below. Select Start > Confirm to activate day pass and you are ready to start surfing the internet."); Exhibit F at pp.4-5 ("Once you start a day pass, it connects to the local partner and starts beaming wonderful connectivity to your WIFI devices.").

27. As for element [c], on information and belief, Defendants' Accused Products include a first communication module (e.g., a communication module for the initial 20 minutes' cellular connection). *See, e.g.*, Exhibit E at p.2 ("Open a.skyroam.com on your gadget connected to Skyroam's WiFi network...[¶] Follow the provided steps to register... You get 20 minutes free WiFi to access your e-mail to complete registration confirmation.").

28. As for element [d], on information and belief, Defendants' Accused Products include a second communication module (e.g., a communication module for the cellular connection through a 2G/3G/4G network activated by the day pass). *See, e.g.*, Exhibit G at p.2 ("Once registration is complete, Skyroam Hotspot will display the screen below. Select Start > Confirm to activate day pass and you are ready to start surfing the internet."); Exhibit F at pp.4-5 ("Once you start a day pass, it connects to the local partner and starts beaming wonderful connectivity to your WIFI devices.").

29. As for element [e], on information and belief, Defendants' Accused Products include a communication management unit, configured to: dynamically load, using the first communication module and over the first communication channel, the subscriber identity information assigned by the remote server (e.g., load virtual SIM assigned from banks of SIM cards stored in locations around the world). In addition, on information and belief, Defendants' Accused Products acquire, using the second communication module and over the second communication channel, a service provided by the second service provider system (e.g., acquire a cellular connection through 2G/3G/4G network activated by the day pass provided by the cellular service provider system of the 2G/3G/4G network). *See, e.g.*, Exhibit G at p.2 ("Once registration is complete, Skyroam Hotspot will display the screen below. Select Start > Confirm to activate day pass and you are ready to start surfing the internet."); Exhibit F at p.3 ("The device works using a virtual SIM technology. The company has banks of SIM cards stored in locations around the world that allow your device to pick a free one for the country you are in (over the air) and get connected fairly quickly."); *id.* at pp.4-5 ("Once you start a day pass, it connects to the local partner and starts beaming wonderful connectivity to your WIFI devices.").

30. As for element [f], on information and belief, Defendants' Accused Products include a communication management unit that includes a first communication channel establishing unit, configured to communicate with the first service provider system using the first communication module, and establish the first communication channel (e.g., communicate with the cellular service provider system of a 2G/3G/4G network to establish the initial 20 minutes' cellular connection). *See, e.g.*, Exhibit E at p.2 ("Open a.skyroam.com on your gadget connected to Skyroam's WiFi network...[¶] Follow the provided steps to register... You get 20 minutes free WiFi to access your e-mail to complete registration confirmation.").

31. As for element [g], on information and belief, Defendants' Accused Products include a SIM data loading unit configured to send a service request to the remote server over the first communication channel (e.g., send a day pass service request to the a.skyroam.com server over the initial 20 minutes' cellular connection), and acquire the subscriber identity information assigned by the remote server (e.g., acquire a virtual SIM assigned by banks of SIM cards stored in locations around the world). *See, e.g.*, Exhibit E at p.2 ("Open a.skyroam.com on your gadget connected to Skyroam's WiFi network...[¶] Follow the provided steps to register... You get 20 minutes free WiFi to access your e-mail to complete registration confirmation."); Exhibit F at pp.4-5 ("Once you start a day pass, it connects to the local partner and starts beaming wonderful connectivity to your WIFI devices."); Exhibit G at p.2 ("Once registration is complete, Skyroam Hotspot will display the screen below. Select Start > Confirm to activate day pass and you are ready to start surfing the internet.").

32. As for element [h], on information and belief, Defendants' Accused Products include an authentication calculating unit, configured to communicate, over the first communication channel, with the second service provider system and the remote server (e.g., communicate with the cellular service provider system of a 2G/3G/4G network activated by the day pass and the a.skyroam.com server), and acquire an authentication result according to authentication request from the second service provider system (e.g., acquire an authentication result according to an authentication request from the cellular service provider system of a 2G/3G/4G network activated by the day pass), wherein the authentication request comprises

1 authentication data packet, which needs to be calculated by the SIM card, as containing random
 2 numbers and authentication keys (e.g., calculated by the SIM card stored in the banks of SIM
 3 cards stored in locations around the world, as containing random numbers and authentication
 4 keys). *See, e.g.*, Exhibit F at p.3 (“The device works using a virtual SIM technology. The
 5 company has banks of SIM cards stored in locations around the world that allow your device to
 6 pick a free one for the country you are in (over the air) and get connected fairly quickly.”); *id.* at
 7 pp.4-5 (“Once you start a day pass, it connects to the local partner and starts beaming wonderful
 8 connectivity to your WIFI devices.”); Exhibit H at p.2 (“The Skyroam SOLIS...provides
 9 unlimited daily internet connectivity by using Skyroam’s proprietary global WiFi network which
 10 uses local SIM service from nearly 200 carriers.”).

11 33. As for element [i], on information and belief, Defendants’ Accused Products
 12 include a second communication channel establishing unit, configured to communicate with the
 13 second service provider system according to the subscriber identity information and the
 14 authentication result (e.g., communicate with the cellular service provider system of a 2G/3G/4G
 15 network activated by the day pass according to the virtual SIM and the authentication result), and
 16 establish the second communication channel (e.g., establish the cellular connection through
 17 2G/3G/4G network activated by a day pass). *See, e.g.*, Exhibit F at pp.4-5 (“Once you start a day
 18 pass, it connects to the local partner and starts beaming wonderful connectivity to your WIFI
 19 devices.”).

20 34. As for element [j], on information and belief, Defendants’ Accused Products
 21 include the service request comprising the location of the multi-channel communication terminal
 22 (e.g., location of the Skyroam Wi-Fi hotspot) and a requested service type (e.g., a requested
 23 cellular service activated by a day pass). *See, e.g.*, Exhibit F at p.3 (“The Skyroam Global WIFI
 24 hotspot has a built in GPS which allows it to identify its location.”).

25 35. As for element [k], on information and belief, Defendants’ Accused Products
 26 include a first communication module that includes a modem configured to access the remote
 27 server over a mobile communication network or a fixed network (e.g., cellular modem configured
 28

1 to access the a.skyroam.com server over data routing). *See, e.g.*, Exhibit C at p.3; Exhibit D at
 2 p.2.

3 36. As for element [l], on information and belief, Defendants' Accused Products
 4 include a first communication module that includes at least one subscriber identity module (SIM)
 5 card slot and a SIM card read-and-write chip connected to the SIM card slot, wherein a SIM card
 6 is insertable into the SIM card slot (e.g., the SIM card slot of a Skyroam Wi-Fi Hotspot for use
 7 with the optional SIM card and a SIM card read-and-write chip in the Skyroam Wi-Fi Hotspot for
 8 the optional SIM card). *See, e.g.*, Exhibit D at p.2 ("Optional SIM slot to support your own SIM
 9 card"); Exhibit I at p.1 ("Optionally, a SIM can be inserted to support a home carrier plan").

10 37. As for element [m], on information and belief, Defendants' Accused Products
 11 include a communication management unit that includes a remote SIM calling unit, configured to:
 12 when other devices call the service of a local physical SIM card using the remote server, return
 13 the authentication result to the remote server (e.g., return the authentication result to the
 14 a.skyroam.com server), and implement sharing of the local physical SIM card (e.g., sharing of the
 15 optional SIM card). *See, e.g.*, Exhibit I at p.1 ("Optionally, a SIM can be inserted to support a
 16 home carrier plan"); *id.* at p.1 ("Enable up to 5 of your devices simultaneously, including
 17 smartphones, tablets and laptops.").

18 38. In addition, SIMO has induced, and continues to induce, infringement of at least
 19 claim 1 of the '066 patent under 35 U.S.C. § 271(b) by inducing Skyroam and others such as
 20 Retailers and Resellers Brookstone, InMotion, and Fry's Electronics and retail customers to use,
 21 sell, and/or offer to sell the infringing Accused Products within the United States.

22 39. In addition, Skyroam has induced, and continues to induce, infringement of at least
 23 claim 1 of the '066 patent under 35 U.S.C. § 271(b) by inducing third parties such as Retailers
 24 and Resellers Brookstone, InMotion, and Fry's Electronics and retail customers to use, sell,
 25 and/or offer to sell the infringing Accused Products within the United States.

26 40. From at least as early as the filing of this complaint, Defendants have had
 27 knowledge of the '066 patent and knowledge that the encouraged activities infringed the '066
 28 patent and/or have acted and continue to act with at least willful blindness to the infringement.

41. Upon information and belief, Defendants knowingly induce infringement of the '066 patent with specific intent to do so by providing at least manuals, training, and/or other support, to perform acts intended by Defendants to cause direct infringement of at least claim 1 of the '066 patent. Upon information and belief, Defendants create and distribute technical, marketing, sales, installation, maintenance, service, and product literature for the Accused Products, including materials that specifically promote benefits of using the patented technology. Skyroam also rents one or more of the Accused Products for customers to use with Skyroam's services. Defendants' activities are designed to instruct, encourage, enable, and facilitate the use, sale, offer for sale, and importation of the infringing Accused Products, and Defendants know or are willfully blind to the fact that the Accused Products infringe the '066 patent.

42. From at least as early as the filing of this complaint, Defendants have been on notice of their infringement of the '066 patent, and their infringement has been and continues to be willful, entitling uCloudlink to enhanced damages pursuant to 35 U.S.C. § 284.

43. uCloudlink has no adequate remedy at law for the acts of infringement by Defendants. As a direct result of Defendants' acts of infringement, uCloudlink has suffered and continues to suffer damages and irreparable harm. Unless Defendants' acts of infringement are enjoined by this Court, uCloudlink will continue to be damaged and irreparably harmed.

COUNT II – INFRINGEMENT OF U.S. PATENT NO. 9,548,780

44. uCloudlink incorporates Paragraphs 1-43 of this Complaint as if set forth fully herein.

45. In violation of 35 U.S.C. § 271, Defendants have and continue to infringe at least claim 1 of the '780 patent directly and/or indirectly through third parties by making, using, selling, and/or offering for sale in the United States and/or importing into the United States without authority the Accused Products. Defendants have and continue to infringe literally and/or under the doctrine of equivalents.

46. For example, Defendants' Skyroam Solis Global WiFi Hotspot and Skyroam Hotspot each contain each element of and infringe exemplary claim 1 of the '780 patent, which recites:

1 Claim 1. A subscriber identity module (SIM)-based service sharing system,
2 comprising:

3 [a] at least one SIM card read-and-write device, configured to simulate a read-and-
4 write process performed by a local user equipment of a SIM card providing service
5 sharing to a physical SIM card, wherein at least one SIM card providing service is
6 insertable in the at least one SIM card read-and-write device;

7 [b] a SIM scheduling management system configured to select appropriate SIM
8 from the at least one SIM card inserted in the at least one SIM card read-and-write
9 device according to the location of a user equipment and the type of a service
10 requested by a subscriber, and assign the appropriate SIM to the subscriber; and

11 [c] at least one multi-channel communication, configured to communicate with the
12 SIM scheduling management system to acquire the appropriate SIM assigned by
13 the SIM scheduling management system, and communicate with a service provider
14 system corresponding to the appropriate SIM assigned by the SIM scheduling
15 management system to acquire the service requested by the subscriber;

16 [d] wherein the appropriate SIM is a smart card having the SIM function or SIM
17 data;

18 [e] the SIM scheduling management system comprises:

19 [f] a SIM database configured to store SIM data on the at least one SIM card of the
20 at least one SIM card read-and-write device;

21 [g] a subscriber access unit configured to receive a service request from the multi-
22 channel communication device, return the SIM card parameter assigned to the
23 subscriber to the multi-channel communication device, receive an authentication
24 data packet of the SIM card parameter from the multi-channel communication
25 device, and return a corresponding authentication result to the multi-channel
26 communication device;

27 [h] a SIM scheduling unit, configured to search, according to the service request
28 received by the subscriber access management unit, in the SIM database data to
select appropriate SIM, and return a corresponding SIM card parameter to the
subscriber access management unit; and

[i] a SIM card read-and-write management unit, configured to transfer the
authentication data packet of the SIM card parameter received from the subscriber
access management unit to the at least one SIM card read-and-write device, and
return an authentication result calculated by the at least one SIM card read-and-
write device to the subscriber access management unit.

Defendants infringe each element of claim 1 of the '780 patent for at least the following
exemplary reasons:

47. As for the preamble, on information and belief, Defendants' Accused Products
include a subscriber identity module (SIM)-based service sharing system (e.g., Skyroam's
system). *See, e.g.*, Exhibit F at p.3 ("The device works using a virtual SIM technology. The

1 company has banks of SIM cards stored in locations around the world that allow your device to
 2 pick a free one for the country you are in (over the air) and get connected fairly quickly.”).

3 48. As for element [a], on information and belief, Defendants’ Accused Products
 4 include at least one SIM card read-and-write device configured to simulate a read-and-write
 5 process performed by a local user equipment of a SIM card providing service sharing to a
 6 physical SIM card (e.g., a SIM card reader/writer at the banks of SIM cards stored in locations
 7 around the world that simulates a read-and-write process by a local user device), the at least one
 8 SIM card providing service is insertable in the at least one SIM card read-and-write device (e.g.,
 9 at least one of the SIM cards of the SIM banks stored in locations around the world). *See, e.g.,*
 10 Exhibit F at p.3 (“The device works using a virtual SIM technology. The company has banks of
 11 SIM cards stored in locations around the world that allow your device to pick a free one for the
 12 country you are in (over the air) and get connected fairly quickly.”).

13 49. As for element [b], on information and belief, Defendants’ Accused Products
 14 include a SIM scheduling management system (e.g., a virtual SIM distribution system) configured
 15 to select an appropriate SIM from the at least one SIM card inserted in the at least one SIM card
 16 read-and-write device (e.g., select an appropriate virtual SIM from the SIM cards of SIM banks
 17 stored in locations around the world) according to the location of a user equipment (e.g., location
 18 of the Skyroam Wi-Fi Hotspot) and the type of a service requested by a subscriber (e.g., type of
 19 cellular service activated by a day pass), and assign the appropriate SIM to the subscriber (e.g.,
 20 assign the appropriate virtual SIM to the user). *See, e.g.,* Exhibit F at p.3 (“The Skyroam Global
 21 WIFI hotspot has a built in GPS which allows it to identify its location.”); *id.* at pp.4-5 (“Once
 22 you start a day pass, it connects to the local partner and starts beaming wonderful connectivity to
 23 your WIFI devices.”); Exhibit G at p.2 (“Once registration is complete, Skyroam Hotspot will
 24 display the screen below. Select Start > Confirm to activate day pass and you are ready to start
 25 surfing the internet.”); Exhibit H at p.2 (“The Skyroam SOLIS...provides unlimited daily internet
 26 connectivity by using Skyroam’s proprietary global WiFi network which uses local SIM service
 27 from nearly 200 carriers.”).

50. As for element [c], on information and belief, Defendants' Accused Products include at least one multi-channel communication device (e.g., Skyroam Wi-Fi Hotspot), configured to communicate with the SIM scheduling management system to acquire the appropriate SIM assigned by the SIM scheduling management system (e.g., communicate with the virtual SIM distribution system to acquire the appropriate virtual SIM assigned by the virtual SIM distribution system), and communicate with a service provider system corresponding to the appropriate SIM assigned by the SIM scheduling management system to acquire the service requested by the subscriber (e.g., communicate with a cellular service provider system of a 2G/3G/4G network corresponding to the appropriate virtual SIM assigned by the virtual SIM distribution system). *See, e.g.*, Exhibit F at pp.4-5 ("Once you start a day pass, it connects to the local partner and starts beaming wonderful connectivity to your WIFI devices."); *id.* at 7-9 ("Several times during testing I received a message that the device failed to connect to the network... This happens because everytime [sic] you restart the device, it tries to reserve a temporary SIM from their inventory, if none are available, you can't connect."); Exhibit H at p.2 ("The Skyroam SOLIS...provides unlimited daily internet connectivity by using Skyroam's proprietary global WiFi network which uses local SIM service from nearly 200 carriers.").

51. As for element [d], on information and belief, in the Defendants' Accused Products, the appropriate SIM is a smart card having the SIM function or SIM data. *See, e.g.*, Exhibit F at p.3 ("The company has banks of SIM cards stored in locations around the world that allow your device to pick a free one for the country you are in (over the air) and get connected fairly quickly.").

52. As for element [e], on information and belief, Defendants' Accused Products include a SIM scheduling management system. *See* Element [b] *supra*.

53. As for element [f], on information and belief, Defendants' Accused Products include a SIM database configured to store SIM data on the at least one SIM card of the at least one SIM card read-and-write device (e.g., the virtual SIM distribution system includes a database of the banks of SIM cards stored in locations around the world). *See, e.g.*, Exhibit F at p.3 ("The device works using a virtual SIM technology. The company has banks of SIM cards stored in

1 locations around the world that allow your device to pick a free one for the country you are in
2 (over the air) and get connected fairly quickly.”).

3 54. As for element [g], on information and belief, Defendants’ Accused Products
4 include a subscriber access unit configured to receive a service request from the multi-channel
5 communication device (e.g., receive a cellular service request from Skyroam Wi-Fi Hotspot),
6 return the SIM card parameter assigned to the subscriber to the multi-channel communication
7 device (e.g., return the virtual SIM assigned to the user to the Skyroam Wi-Fi Hotspot), receive
8 an authentication data packet of the SIM card parameter from the multi-channel communication
9 device (e.g., receive an authentication data packet of the virtual SIM from the Skyroam Wi-Fi
10 Hotspot), and return a corresponding authentication result to the multi-channel communication
11 device (e.g., return a corresponding authentication result to the Skyroam Wi-Fi Hotspot). *See,*
12 *e.g.*, Exhibit F at p.3 (“The device works using a virtual SIM technology. The company has
13 banks of SIM cards stored in locations around the world that allow your device to pick a free one
14 for the country you are in (over the air) and get connected fairly quickly.”); *id.* at pp.4-5 (“Once
15 you start a day pass, it connects to the local partner and starts beaming wonderful connectivity to
16 your WIFI devices.”); Exhibit H at p.2 (“The Skyroam SOLIS...provides unlimited daily internet
17 connectivity by using Skyroam’s proprietary global WiFi network which uses local SIM service
18 from nearly 200 carriers.”).

19 55. As for element [h], on information and belief, Defendants’ Accused Products
20 include a SIM scheduling unit, configured to search, according to the service request received by
21 the subscriber access management unit, in the SIM database data to select appropriate SIM (e.g.,
22 search in the virtual SIM distribution system to find an appropriate virtual SIM), and return a
23 corresponding SIM card parameter to the subscriber access management unit (e.g., provide an
24 identification of the selected virtual SIM). *See, e.g.*, Exhibit F at pp.4-5 (“Once you start a day
25 pass, it connects to the local partner and starts beaming wonderful connectivity to your WIFI
26 devices.”); *id.* at 7-9 (“Several times during testing I received a message that the device failed to
27 connect to the network... This happens because everytime [sic] you restart the device, it tries to
28 reserve a temporary SIM from their inventory, if none are available, you can’t connect.”); Exhibit

1 H at p.2 (“The Skyroam SOLIS...provides unlimited daily internet connectivity by using
2 Skyroam’s proprietary global WiFi network which uses local SIM service from nearly 200
3 carriers.”).

4 56. As for element [i], on information and belief, Defendants’ Accused Products
5 include a SIM card read-and-write management unit, configured to transfer the authentication
6 data packet of the SIM card parameter received from the subscriber access management unit to
7 the at least one SIM card read-and-write device (e.g., transfer the authentication data packet of the
8 selected virtual SIM), and return an authentication result calculated by the at least one SIM card
9 read-and-write device to the subscriber access management unit (e.g., return an authentication
10 result calculated by the SIM card reader/writer in the SIM banks stored in locations around the
11 word). *See, e.g.*, Exhibit F at p.3 (“The device works using a virtual SIM technology. The
12 company has banks of SIM cards stored in locations around the world that allow your device to
13 pick a free one for the country you are in (over the air) and get connected fairly quickly.”); *id.* at
14 pp.4-5 (“Once you start a day pass, it connects to the local partner and starts beaming wonderful
15 connectivity to your WIFI devices.”); Exhibit H at p.2 (“The Skyroam SOLIS...provides
16 unlimited daily internet connectivity by using Skyroam’s proprietary global WiFi network which
17 uses local SIM service from nearly 200 carriers.”).

18 57. In addition, SIMO has induced, and continues to induce, infringement of at least
19 claim 1 of the ’780 patent under 35 U.S.C. § 271(b) by inducing Skyroam and others such as
20 Retailers and Resellers Brookstone, InMotion, and Fry’s Electronics and retail customers to use,
21 sell, and/or offer to sell the infringing Accused Products within the United States.

22 58. In addition, Skyroam has induced, and continues to induce, infringement of at least
23 claim 1 of the ’780 patent under 35 U.S.C. § 271(b) by inducing third parties such as Retailers
24 and Resellers Brookstone, InMotion, and Fry’s Electronics and retail customers to use, sell,
25 and/or offer to sell the infringing Accused Products within the United States.

26 59. From at least as early as the filing of this complaint, Defendants have had
27 knowledge of the ’780 patent and knowledge that the encouraged activities infringed the ’780
28 patent and/or have acted and continue to act with at least willful blindness to the infringement.

60. Upon information and belief, Defendants knowingly induce infringement of the '780 patent with specific intent to do so by providing at least manuals, training, and/or other support, to perform acts intended by Defendants to cause direct infringement of at least claim 1 of the '780 patent. Upon information and belief, Defendants create and distribute technical, marketing, sales, installation, maintenance, service, and product literature for the Accused Products, including materials that specifically promote benefits of using the patented technology. Skyroam also rents one or more of the Accused Products for customers to use with Skyroam's services. Defendants' activities are designed to instruct, encourage, enable, and facilitate the use, sale, offer for sale, and importation of the infringing Accused Products, and Defendants know or are willfully blind to the fact that the Accused Products infringe the '780 patent.

61. From at least as early as the filing of this complaint, Defendants have been on notice of their infringement of the '780 patent, and their infringement has been and continues to be willful, entitling uCloudlink to enhanced damages pursuant to 35 U.S.C. § 284.

62. uCloudlink has no adequate remedy at law for the acts of infringement by Defendants. As a direct result of Defendants' acts of infringement, uCloudlink has suffered and continues to suffer damages and irreparable harm. Unless Defendants' acts of infringement are enjoined by this Court, uCloudlink will continue to be damaged and irreparably harmed.

PRAYER FOR RELIEF

uCloudlink respectfully seeks the following relief:

A. Enter judgment that each Defendant has infringed and/or induced others to infringe the '066 and '780 patents;

B. Preliminarily and permanently enjoin Defendants and their officers, directors, agents, servants, employees, parents, subsidiaries, principals, and all other persons in active concert or participation with them from further infringement of the '066 and '780 patents;

C. Award uCloudlink damages sufficient to compensate uCloudlink for Defendants' infringement of the '066 and '780 patents, pursuant to 35 U.S.C. § 284, including any lost profits suffered by uCloudlink as a result of Defendants' infringement;

1 D. Enter judgment that Defendants' infringement of the '066 and '780 patents has
2 been willful;

3 E. Award uCloudlink increased damages in an amount not less than three times the
4 damages assessed for Defendants' infringement of the '066 and '780 patents, in accordance with
5 35 U.S.C. § 284;

6 F. Enter judgment that this case is "exceptional" under 35 U.S.C. § 285 and award
7 uCloudlink its attorneys' fees and costs;

8 G. Award uCloudlink its pre- and post-judgment interest;

9 H. Award uCloudlink an accounting for the damages resulting from the infringement
10 of the '066 and '780 patents, together with interest and costs, and all other damages permitted by
11 35 U.S.C. § 284;

12 I. Award uCloudlink such and other and further relief as the Court deems just and
13 appropriate.

14
15 Dated: August 16, 2018

MORGAN, LEWIS & BOCKIUS LLP

16
17 By /s/ Shaobin Zhu

18 Shaobin Zhu
19 Attorneys for Plaintiffs
20 Hong Kong uCloudlink Network
21 Technology Limited and uCloudlink
22 (America), Ltd.
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JURY DEMAND

Plaintiffs Hong Kong uCloudlink Network Technology Limited and uCloudlink
(America), Ltd. demand a trial by jury.

Dated: August 16, 2018

MORGAN, LEWIS & BOCKIUS LLP

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